



City of Danville, Virginia

427 Patton Street, Room 304
Danville, VA 24541

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INVITATION FOR BID

Bid No.: IFB 15-16-129

Title: FIRE SPRINKLER INSPECTION, TESTING,
AND SERVICE AGREEMENT

Pre Bid Conference: A Prebid Conference will be held June 8, 2016 at 10:00 a.m. in the second floor conference room, Municipal Building, 427 Patton Street, Danville, VA 24541

Bid Closing Date: Sealed Bids shall be accepted no later than June 22, 2016 at 2:00 p.m. at the Purchasing Department, 427 Patton Street, Room 304, Danville, VA 24541

Direct Inquires to:
J. Gary Via, Director of Purchasing
(434) 799-6528 option 4

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City of Danville, Virginia

FIRE SPRINKLER INSPECTION, TESTING, AND SERVICE AGREEMENT

IFB 15-16-129

CONTRACT PERIOD:

July 1, 2016 – June 30, 2024
(Yearly Option 2022 – 2024)

DIRECT INQUIRIES TO:

Bidding Procedures: J. Gary Via, Purchasing Director
City of Danville, Purchasing Dept.
427 Patton Street, Room 304
Danville, VA 24543
(434) 799-6528

Technical Questions: David Brandon, Buildings & Grounds Director
Public Works Department
998 South Boston Road
Danville, VA 24540
(434) 799-5245

Fire Sprinkler Inspection, Testing, and Service Agreement

1.0 SCOPE OF WORK

Contractor to provide all tools, labor, and equipment to perform total maintenance, testing, and inspection of the entire fire sprinkler system and each of its components in accordance with the most current Virginia Statewide Fire Prevention Code as witnessed by the City of Danville Fire Marshall. All maintenance to be performed by and in accordance with the Virginia Statewide Fire Prevention Code and applicable National Fire Protection Association Codes. Complete and total maintenance including, but not limited to, incidental and/or emergency service calls shall be the responsibility of the contractor and qualified fire sprinkler technicians employed by the contractor. Service calls shall be initiated by the Contract Administrator or his representative. Contractor shall not subcontract work to any other contractor without express written permission by the Contract Administrator. Operational and all tests of the Fire Sprinkler System shall be performed in accordance with the most current Virginia Statewide Fire Prevention Code. All tests shall be performed by the contractor and/or qualified fire sprinkler technician employed by the contractor. All tests and inspections shall be witnessed by City of Danville Fire Marshall and/or as directed by the City of Danville Fire Marshall. Any questions arising from code interpretation shall be addressed to the City of Danville Fire Marshall. The decision of the City of Danville Fire Marshall shall be binding.

2.0 CONTRACTOR QUALIFICATIONS

- 2.1 Contractor shall be licensed to perform work in the Commonwealth of Virginia and the City of Danville.
- 2.2 Contractor shall have been involved in maintenance, testing, and inspections of fire sprinkler systems as a contractor for a minimum period of five years.
- 2.3 Contractor must maintain adequate licensing by the Commonwealth of Virginia during entire period of contract. Loss of license could be cause for termination of the contract.
- 2.4 Contractor shall maintain workforce of at least three qualified technicians during the period of this contract.
- 2.5 Contractor shall have in his possession or shall have the capacity to procure all necessary tools and equipment to perform the work required by this contract such as, but not limited to, ladders, scaffolding, hand tools, power tools, and personal protective equipment.

2.6 Contractor shall provide five references of current contracts.

Name of Firm	Address	Telephone No.

2.7 Contractor shall provide three references of past contracts not presently in place.

Name of Firm	Address	Telephone No.

3.0 CONTRACTOR EMPLOYEE QUALIFICATIONS

- 3.1 At least one employee shall have in his/her possession, a valid certification issued by the Commonwealth of Virginia for work in Fire Sprinkler Systems at all times while performing work for the City of Danville. This employee must be present at job site at all times work is being performed.
- 3.2 All contractor employees shall be clothed in recognizable uniforms plainly displaying the logo of the contractor and the name of the employee or, in absence of uniforms, have displayed plainly visible, a picture identification badge attached to employee's person.
- 3.3 All contractor employees shall provide picture identification, such as a valid driver's license, immediately upon request of Contract Administrator.
- 3.4 Contractor shall upon request provide legal documentation for any employee of national origin other than United States citizen.
- 3.5 Contractor shall have on site at least one employee to supervise, lead, or be in charge of the work crew at each job site. The name of the person in charge and the number of employees on each job site shall be communicated to the Contract Administrator or his representative prior to beginning work.

- 3.6 All contractor employees shall behave in a professional manner not to disturb and/or disrupt the work of any occupants of City-owned buildings any more than absolutely necessary.
 - 3.7 All contractor employees shall adhere to all City of Danville, Commonwealth of Virginia, and United States Governmental Laws and Regulations at all times while on City of Danville property. Contractor shall be held responsible for any such violations.
 - 3.8 Contractor shall maintain a clean and safe work place at all times. Contractor shall remove and properly dispose of all scrap, debris, trash, and excess materials during all work and especially at end of workday or end of each job. Contractor shall not use any City-owned trash receptacles without prior permission of the Contract Administrator or his representative.
 - 3.9 Contractor shall properly and safely contain any and all water discharged from the Fire Sprinkler System, during work, into proper devices and/or containers until water is emptied into proper drain. Water discharged to the exterior of buildings shall be piped or directed to closest proper drain or proper area designated by the Contract Administrator or his representative.
 - 3.10 Contractor shall use no more vehicles than necessary on job site. Contractor vehicles shall be parked in designated parking areas. The contractor is subject to all parking regulations. Contractor vehicles shall be properly maintained at all times while on City of Danville property.
 - 3.11 Contractor shall provide only properly and adequately trained employees. Contractor employees shall be properly and adequately trained in the operation and use of all tools, power tools, and equipment.
 - 3.12 Contractor employees shall not leave any site unprotected by the Fire Sprinkler System without notification and permission of the Contract Administrator or his representative.
- 4.0 SCHEDULED MAINTENANCE, TESTING, AND INSPECTIONS
- 4.1 Contractor shall schedule all maintenance, testing, and inspections in accordance with Virginia Statewide Fire Prevention Code. All Fire Sprinkler Systems shall be accepted in present conditions and immediate maintenance, testing, and inspections shall begin immediately upon awarding of this contract.
 - 4.2 Contractor shall provide a 48-hour notice to the Contract Administrator and the Fire Marshall prior to scheduled maintenance, testing, and inspections.

5.0 SERVICE CALLS

- 5.1 Contractor shall not respond to any calls for service on Fire Sprinkler Systems other than the service calls initiated by the Contract Administrator or his representative.
- 5.2 Contractor shall respond with employees on site within a two-hour period of receiving a service call during normal work hours unless otherwise requested by the Contract Administrator or his representative.
- 5.3 Contractor shall respond with employees on site within three hours of receiving a service call during off hours including weekends and holidays.
- 5.4 Contractor shall maintain and provide to the Contract Administrator a current emergency on-call list. Contractor shall continuously provide an updated emergency on-call list.

6.0 PARTS AND MATERIALS

- 6.1 Contractor shall not order, buy, or use any parts or materials without approval of the Contract Administrator or his representative.
- 6.2 The Contract Administrator reserves the right to purchase parts and/or materials and have the contractor to provide installation of such.
- 6.3 Contractor to provide parts and/or materials in new condition. All warranties associated with parts and materials shall be assigned to the City of Danville. Damage resulting from parts and/or materials of inferior condition purchased and/or provided by the contractor shall be the responsibility of the contractor.
- 6.4 Contractor shall invoice the City of Danville for the original manufacturer purchasing price plus 20% of original purchase price. Copy of the original manufacturer's invoice shall be included with the invoice to the City of Danville. Contractor shall include written maintenance, tests, and inspection reports with the invoice to the City.
- 6.5 Contractor shall provide to the Contract Administrator three competitive bids in writing for any material and/or parts costing more than \$300. The Contract Administrator will approve purchase price before parts and/or material are ordered or purchased.
- 6.6 Contractor shall provide all tools and equipment and charge the costs to the City of Danville.

7.0 LOCATION OF FIRE SPRINKLER SYSTEMS

Site Name	Address	Type
City Jail	401 Patton Street	Wet & Dry
Municipal Bldg.	427 Patton Street	2-Stand Pipe
Social Services	510 Patton Street	Wet & Stand Pipe
Mass Transit	1002 S. Boston Rd.	Wet
Community Market	629 Craghead St.	Dry
Health Dept.	326 Taylor Dr.	Wet & Stand Pipe
W.W. Moore Detention	603 Colquhoun St.	Wet

8.0 COSTS PER YEAR

Site	Acct. No.	1	2	3	4	5	6	7	8	Total
		16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	
City Jail	01-182-01-52225									
Municipal Bldg.	01-250-02-52225									
Social Services	01-289-21-52225									
Mass Transit	56-262-02-52225									
Community Market	01-292-04-52225									
Health Dept.	01-250-04-52225									
W.W. Moore Detention	01-208-21-52225									
TOTAL										

* *Optional*

The contract period shall start at 7/1/16 and end at 6/30/21. The contractor shall have the option of renewing the contract for three additional years beginning at 7/1/21 and ending 6/30/24.

9.0 LABOR COSTS FOR WORK NOT INCLUDED IN CONTRACT

The contractor may be required to perform work on Fire Sprinkler Systems not included in the contract. Labor costs for supervisors and technicians per hour shall be entered into the table below. Vehicle and equipment costs shall be included in the hourly labor rate.

Technicians	Normal Hours	Off Hours
1 – Supervisor		
1 – Technician		
2 – Technicians		
3 – Technicians		

GENERAL CONDITIONS

10.1 Compliance: The Contractor shall comply with the provisions of the following:

The City of Danville's "Standard Requirements & Instructions for Bidding", Version 1.4, dated May 22, 2008. Copies may be obtained from the Purchasing Office or downloaded from the City's website.

10.2 Award

The award will be made to the lowest responsible and responsive bidder, with consideration given to completion time.

The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

10.3 Authority

The Director of Purchasing as the designee of the City Manager has the sole responsibility and authority for negotiating, placing, and when necessary modifying each and every invitation to bid, purchase order or other award issued by the City of Danville. In the discharge of these responsibilities, the Director of Purchasing may be assisted by assigned buyers. No other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Danville for any indebtedness. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

This procurement process, including withdrawal of bids and appeal or protests, is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville Purchasing Department, 427 Patton St. Room 304, Danville, Virginia 24541. The City of Danville does not discriminate against faith based organizations.

10.4 Bid Preparation

Bid proposals must be written in ink or typewritten and shall be submitted on the forms issued. Unsigned or qualified bids will not be accepted. No bid may be considered if received after the time shown on Title Page. Contractors are expected to examine all instructions, specifications, drawings, sites, installations, etc. Failure to do so will be at the Contractor's risk. Erasures or other changes must be initialed by the person signing the bid.

Envelopes containing bids must be sealed and marked in the lower left hand corner IFB 15-16-129, "FIRE SPRINKLER INSPECTION, TESTING, AND SERVICE AGREEMENT" and submitted to the office indicated on title page.

10.5 Bidder Eligibility

Bidders are required to submit evidence that they have practical knowledge of the particular work bid upon and that they have the financial resources to complete the proposed work. Failure on the part of any Bidder to carry out previous contracts satisfactorily, or lack of experience or equipment necessary for the satisfactory and timely completion of this Project, may be deemed sufficient cause for disqualification of said Bidder.

The Bidder must readily and independently document that the Bidder possesses the experience, equipment and financial resources necessary for a timely and professional completion of this project.

Irregular Bid Proposals: Bid proposals shall be considered irregular for the following reasons:

If the bid is on a form other than that furnished by the City, if the City's form is altered, or if any part of the proposal form is detached. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

If the bid does not contain a unit price for each pay item listed in the proposal.

If the bid contains unit prices that are obviously unbalanced.

If the bid is not accompanied by the proposal guaranty specified by the City.

Withdrawal of Bid Due to Error:

A bidder for a City construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration, if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith and the mistake was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work,

labor, or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing of his claim of the right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure.

Disqualification of Bidder: A bidder shall be considered disqualified for any of the following reasons:

Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the City until any such participating bidder has been reinstated by the City as a qualified bidder.

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10.6 Bids Binding 60 Days

Unless otherwise specified, all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date.

10.7 Cleanup

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery, and surplus materials.

If the Contractor fails to clean up at the completion of the work, the City may do so and the cost thereof shall be charged to the Contractor.

10.8 Control of Work

On all questions relating to quantities, the acceptability of materials and equipment, or work, and the interpretation of the Contract Documents, the decision of the Project Manager is final and binding, and shall be precedent to any payment under the contract.

All work and material are subject to the inspection and approval of the Project Manager. Any work done without proper inspection will be subject to rejection. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract. The Project Manager may require the Contractor to

remove from the work any employee, as the Project Manager may deem incompetent, careless or insubordinate.

Certain items of work may be performed by forces of the City. The Contractor shall cooperate fully in scheduling and coordinating with the Project Manager such that no delay will result in the performance of such work. If the Contractor claims that such work delays or causes additional costs, he shall make claims as provided in Work Changes.

The City may award, or may have awarded contracts to others for other work. The Contractor shall cooperate fully with such other Contractors by scheduling his own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

Neither the final certificate of payment nor any provision in the contract documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

10.9 Equal Employment

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this non-discrimination clause.

The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional non-discrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law. The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

10.10 Drug Free Work Place

During the performance of this contract, the contractor agrees to:

Provide a drug-free workplace for the contractor's employees. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace

Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10.11 Guaranty

The Contractor shall guarantee that all the materials used and all the work done under the contract shall fully comply with the requirements of the plans and specifications and the instructions of the City.

All expenses covering return or replacement of defective or improper equipment or merchandise will be assumed by the Contractor. In no instance shall the

contractor refer the City to any distributor or manufacturer for settlement of any claim arising from defective or improper equipment or merchandise. If the Contractor shall fail to replace or repair any defective or improper equipment or merchandise within thirty (30) days from date of notice, the City may make the necessary corrective arrangements and charge the cost to money due the Contractor or bill the Contractor. The Contractor agrees to reimburse the City in such instances. Samples of any warranties which will apply to the goods being offered for sale shall be included as part of the bid.

Any defects in the completed work or failure of the construction to fully perform or endure the service for which it is intended, which in the opinion of the City are caused by or due to the use of materials, skill or workmanship not in compliance with the said plans, specifications and instructions, that may appear in the work within a period of twenty-four (24) months after acceptance by the City shall be regarded as prima facie and conclusive evidence that the Contractor has failed to comply with the said specifications, plans, and instructions. The Contractor in this event, shall at his own expense, at such time and in such manner as the Engineer may direct, repair or take up and reconstruct any such defective work, in full compliance with the original specifications, plans, and instructions. The repairs required to be made by the Contractor shall extend only to making good an inherent defects which become manifested in the materials and workmanship under ordinary conditions, and shall not be held to cover any breakage or damage caused by improper use or by accident resulting from circumstances over which the Contractor has no control.

10.12 Indemnification

The Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its agents, officials and employees in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determine that the act was caused through negligence or omission of the Contractor or his employees, or of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its agents, officials, and employees as herein provided. The Contractor shall have charge and control of the entire work until its completion and acceptance by the City.

The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City.

The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement by reason of injuries to persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes.

10.13 Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Danville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by

himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises – Operation
Products/Completed Operations Hazard
Contractual Insurance
Underground Hazard
Explosion & Collapse Hazard
Independent Contractor and Subcontractor
Broad Form Property Damage
Personal Injury

Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
Non-owned Vehicles
Hired Vehicles

Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

All policies shall name the City of Danville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

10.14 Interpretation

If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the Invitation for bid or other documents, he

should submit a written request for an interpretation thereof to the Engineer and received at least four (4) days before bid deadline. An interpretation of the bid invitation document will be made only by written addendum issued to each potential bidder. THE CITY WILL NOT BE RESPONSIBLE FOR EXPLANATIONS OR INTERPRETATIONS OF BID INVITATION DOCUMENTS EXCEPT AS ISSUED IN ACCORDANCE HEREWITH. The Bidder shall acknowledge receipt of all addenda in the Proposal.

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

If during performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the contractor shall so report to the Engineer in writing at once before proceeding with the work affected thereby and shall obtain a written interpretation or clarification from the Engineer. In resolving such conflicts, errors and discrepancies, the Documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Supplementary Conditions, Instruction to Bidders, General Conditions, Proposal and Specifications/Drawings. Figure dimensions on Drawings shall govern over scale dimensions and detailed drawings shall govern over general drawings.

10.15 Limitations of Work Area

The Contractor shall be limited to a specific area for storage of equipment, supplies, and building materials. This area shall be designated by the City and established during the Pre-construction conference.

Parking area for employees of the Contractor shall be designated in the vicinity of the project, and it shall be the responsibility of the Contractor to require his personnel to park in this designated area and not any area which may interfere with the normal operations in and around the construction area or with access and use of the facility by the City.

10.16 Novation

The Contractor shall not assign or transfer, whether by an Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing bond may be made without the consent of the City. Assignment or Novation of this Contract shall not be valid unless the Assignment or Novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms

or corporations rendering such labor or services or supplying such materials, tools and equipment.

10.17 Observance of Laws: The Contractor at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work materials, employees or contract. The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

SCC Number: Contractors organized or authorized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or title 50 or as otherwise required by law.

A Contractor organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

10.18 Patents

The Contractor agrees to indemnify and save harmless the City, and all personnel from all suits and actions of every nature and description brought against them or any of the, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the City as a necessary requirement in connection with the final execution of any contract in which such patented appliances, products, or processes are used.

10.19 Performance

In case of default by the Contractor, the City may procure the commodity or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

10.20 Permits

The Contractor shall, at his own expense, secure any business or professional licenses, permits or fees required by the City of Danville, Commonwealth of Virginia or any other requesting agency having jurisdiction.

10.21 Safety

All practices, materials and equipment shall comply with the Federal Occupational Safety and health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes.

Construction site safety is the responsibility of the Contractor.

10.22 Specifications and Product Description

When brand names, model numbers, trade names, catalog number or cuts are listed, they are, unless otherwise specified, included for the purpose of furnishing bidders with information concerning the style, type or kind of article desired and a bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics. Any available printed material or literature which describes the product being offered for sale shall be included with the bid. The City shall be the sole judge of suitability of substitutes offered. When a formal numbered specification is referred to in this invitation, no deviation will be permitted and the bidder will be required to furnish articles in conformity with that specification.

10.23 Subcontracts

No proposed subcontractor shall be disapproved by the City except for cause.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in this Contract.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

Payments to subcontractors

1. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by the City of Danville for work performed by the subcontractor

a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or

b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. Individual Contractors shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

3. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the City of Danville for work performed by the subcontractor, except for amounts withheld as allowed in subdivision 1.

4. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month."

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

10.24 Suspension of Work

The work may be suspended by the City when deemed in the best interest of the City.

10.25 Termination

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry out the work in an acceptable manner, the City shall give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default, specifying the same and if the contractor, within a period of seven days after such notice, shall not proceed in accordance

therewith, then the City Manager acting for and on behalf of the City shall, upon receipt of a written certificate from the Engineer of the fact of such failure, delay, neglect, refusal, or default and of failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the City Manager at this option may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own employees, or may enter into a new contract for the completion of the work, or may use such other methods as in the opinion of the City Manager shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this contract.

In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims of liens thereon which may have been filed with the City or any prior assignment filed with it. In case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay the City the amount of such excess.

10.26 Work Changes

The City without invalidating the contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$50,000, whichever is greater. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.

The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or on the basis of cost of Work plus a Contractors Fee for overhead and profit as determined below.

Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made within either party and approval of the other party, made within twenty (20) days after the first observance of the conditions.

The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of this contract, and equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Project Manager grants a further period of time before the date of final payment under the contract.